

AGREEMENT REGARDING REQUIRED MILL LEVY FOR 2026

This **Agreement Regarding Required Mill Levy For 2026** (the “**Agreement**”) is dated as of the 7th day of November, 2025, by and between **EASTPARK70 METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”) and **CAMBRIDGE CAPITAL LLC**, a Colorado limited liability company (the “**Bondholder**”).

RECITALS

A. The District has heretofore authorized, issued, and delivered its General Obligation (Limited Tax Convertible to Unlimited Tax) Bonds, Series 2005, dated February 22, 2005, in the aggregate principal amount of \$8,380,000 (the “**Bonds**”), which Bonds are issued pursuant to a Resolution of the District dated February 15, 2005 (the “**Bond Resolution**”).

B. The Bondholder is the registered owner of 100% of the principal amount of the Bonds.

C. For the payment of the Bonds the District has obligated itself in the Bond Resolution to impose the “Required Mill Levy.”

D. Pursuant to the Bond Resolution, the District is required to impose a mill levy in an amount sufficient to pay the principal of, premium if any, and interest on the Bonds (the “**Required Mill Levy**”), but in an amount not to exceed fifty (50) mills (the “**Maximum Required Mill Levy**”), and for so long as the Surplus Fund is in an amount less than the Maximum Surplus, in an amount not less than twenty-five (25) mills (the “**Minimum Required Mill Levy**”).

E. For fiscal years 2010-2025, due to insufficient increases in the District’s assessed valuation, the Bond Resolution required the District to increase its mill levy to comply with the Required Mill Levy provision.

F. For fiscal year 2026 the Bond Resolution requires the District to increase its mill levy to comply with the Required Mill Levy provision.

G. The parties agree that an increase in mill levy to comply with the Required Mill Levy as currently required by the Bond Resolution is not in the best interests of the District, its taxpayers and residents, or the Bondholders.

H. The parties wish to agree to the reduction in the amount of the Required Mill Levy for the years 2010–2025 and for fiscal year 2026.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. Notwithstanding the Bond Resolution or any other applicable document or law, for fiscal year 2026, the District shall not have been or be deemed to be in default under the Bond Resolution if it imposes in such tax levy year a debt service mill levy of twenty two and five hundred thousandths (22.500) mills (the “**Reduced Mill Levy**”). Specifically, it is agreed that imposition of the District’s debt service mill levy in the amount of the Reduced Mill Levy for fiscal year 2026 will not result in an Event of Default under the Bond Resolution, even if the terms of the Bond Resolution would require the imposition of a higher mill levy in such year.

2. This is the entire Agreement between or among the parties with respect to its subject matter. There are no other prior or contemporaneous oral or written agreements that are not set out in this Agreement. Each party acknowledges and represents that, in entering into this Agreement, it is not relying on any oral or written promises or representations made by any other party or such party’s representative that are not set forth in this Agreement.

3. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

4. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Adams, Colorado.

5. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

6. This Agreement may not be modified, amended, changed, or terminated, in whole or in part, except by an agreement in writing duly authorized and executed by all parties.

7. This Agreement shall take effect upon execution by all parties.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO AGREEMENT REGARDING REQUIRED MILL
LEVY FOR 2025]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

EASTPARK 70 METROPOLITAN DISTRICT,
a quasi-municipal corporation and political subdivision of the State of Colorado

By: *Brett Ellen*
President

CAMBRIDGE CAPITAL LLC, a Colorado limited liability company

By: Consolidated Investment Group LLC
Its: Manager

By: *Dan Velazquez*
Name: Dan Velazquez
Authorized Signatory